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ABSTRACT

The collective bargaining agreement between Adrian College and Adrian College Association of Professors, an affiliate of the Michigan and National Education Associations, covering the period September 1, 1984-September 1, 1986 is presented. Items covered in the agreement include: unit recognition; definitions; rights of the Board of Trustees; grievance procedure; rank and promotion for faculty and professional library employees; evaluations for continuation, promotion, and tenure; tenure; staff layoff and recall; nonrenewal of contracts; workload; retirement; association rights; summer school and May term; outside employment; leaves of absence; department chairpersons; sabbatical leaves; academic freedom; representation and professional conduct; salary and fringe benefits; no strike; half-time (or greater) faculty members; and the academic calendar. Salary schedules for 1984-1985 and 1985-1986 are included by years of experience for instructors, assistant professors, associate professors, and professors. A payroll deduction form is also provided. (SW)

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ED278331

COLLECTIVE BARGAINING AGREEMENT BETWEEN ADRIAN COLLEGE AND ADRIAN COLLEGE ASSOCIATION OF PROFESSORS (MEA/NEA)

Period of Agreement: September 1, 1984 -- September 1, 1986

Date of Certification: 1975

IR 020 019

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AGREEMENT

This Agreement entered into this 20th day of October, 1984, by and between Adrian College (hereinafter called the College) and Adrian College Association of Professors, an affiliate of the Michigan and National Education Associations (hereinafter called the Association) is a memorialization of agreements reached pursuant to collective bargaining under the auspices of the National Labor Relations Act. The parties have agreed as follows:

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ARTICLE I
RECOGNITION

The College hereby recognizes the Association as the exclusive bargaining representative for all faculty members (which shall include all persons whose assignment is half time or more), including department chairpersons, and librarians, employed by the College at its Adrian, Michigan, facilities located at 110 S. Madison, Adrian, Michigan; but excluding all Deans, Associate Deans, Registrar, President, Vice President, the Director of the Library, lecturers, adjunct teaching personnel, coaches who are not full-time faculty members, supervisors as defined under the Act, and all other employees.

ARTICLE II
DEFINITIONS

A. Board. The term "Board" as used in this Agreement refers to the Board of Trustees of Adrian College.

B. College. The term "College" as used in this Agreement shall refer to Adrian College at its campus at 110 S. Madison, Adrian, Michigan.

C. Academic Department. The term "department" as used in this Agreement refers to the academic organizational units as presently constituted, or as may be modified, established or deleted by the President in the future. It is understood that the President will first notify affected faculty and provide them an opportunity to submit their comments before he makes any such modification, establishment or deletion.

D. Academic Department Chairperson. The term "department chairperson" refers to a faculty member appointed by the President to perform those departmental responsibilities described in Article XVII.

E. Faculty. The term "faculty member" as used in this Agreement shall mean those employees of the College who are employed half time or more as described in Articles XI and XXIII of this Agreement.

F. Librarian. The term "librarian" as used in this Agreement shall mean those professional employees employed in the library.

G. Member. The term "member" as used in this Agreement shall mean members of the bargaining unit defined in Article I.

H. President. The term "President" as used in this Agreement shall be as defined in the By-Laws of the Board of Trustees and shall incorporate the person acting in that capacity.

I. Dean of Academic Affairs. The term "Dean of Academic Affairs" shall be defined as the person appointed by the Board of Trustees to act in that capacity.

J. Terminal Degree. The term "terminal degree" as used in this Agreement for faculty members refers to an earned doctorate in the selected field of study or another degree in appropriate subject areas. The Dean of Academic Affairs, in consultation with the appropriate department chairperson, shall define precisely for each faculty member exactly what the term "terminal degree" means and shall communicate the same in writing to the faculty members and the Association. Communication of this definition shall normally take place prior to the execution of the initial contract of employment between the prospective faculty member and the College. It is understood that such definition shall not change during any subsequent period of employment and shall be consistent from chairperson to chairperson in comparable cases. Any definition change that raises the standard shall not apply to faculty members already employed as of the 1983-84 academic year. The terminal degree for librarians is described in Article VI, Section A. 2. c.

ARTICLE III

RIGHTS OF THE BOARD OF TRUSTEES

A.C.A.P. recognizes that the Board of Trustees has responsibilities and authority to manage and direct all the operations and activities of the College to the full extent authorized by law and shall be limited only by the provisions of this Agreement. Such rights shall include by way of illustration and not by way of limitation the right to:

A. Manage and control the College's business, equipment, and operations.

B. To define the work responsibilities and duties of all College personnel, and to determine the scheduling of all such responsibilities and duties; to establish, modify or change any work or business hours or days, and to establish modify or change the length of courses, terms, semesters or other modules of grading.

C. To direct the faculty, including the right to hire, promote, confer tenure, transfer, suspend or discharge faculty members, to determine the size and composition of the faculty and to accomplish retrenchment of faculty members as it solely determines.

D. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, methods and process of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein.

E. To determine qualifications of Faculty members including necessary degrees and/or prior experience.

F. To determine the number and location or relocation of its facilities, including the establishment or relocation of new buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions, sub-divisions or buildings or other facilities and to establish new campuses.

G. To determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

H. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

I. To determine the size of management and administrative organization, its functions and responsibilities related to the academic operation of an institution of higher learning.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board of Trustees and its designees in the adoption of policies, rules, regulations and practices and furtherance thereof and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV
GRIEVANCE PROCEDURE

A. The College and the Association agree that each will use its best efforts to encourage the informal and prompt settlement of grievances which may arise under the terms and conditions of this Agreement.

B. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this contract. It is understood and agreed that the following matters shall not be subject to the grievance procedure:

1. Termination of services of a non-tenured faculty member, nonrenewal or failure to reemploy any faculty member under Article X.

2. Assignment of the teaching load under Article XI.

3. A decision by the College that there should be a reduction of personnel under Article IX.

4. Failure to confer tenure under Article VIII.

5. Failure to promote under Article V.

C. Internal Appeal Procedure: A faculty member who is adversely affected by one of the above matters not subject to the grievance procedure and who feels the need to seek redress may initiate the following internal appeals procedure:

1. Within five (5) days of the receipt of the written decision of the President, the grievant may request that the Trustee Appeal Committee review the President's decision.

2. The right to review shall also include the right of the faculty member to appear personally before the Trustee Appeal Committee, if the faculty member elects to do so.

3. The report of the Trustee Appeal Committee shall be made prior to the January or May meeting of the Board of Trustees, whichever shall be earlier. A copy of the report shall be mailed to the faculty member.

4. Composition of the Trustee Appeal Committee:

   (a) The Trustee Appeal Committee shall consist of three trustees.

   (b) The trustee members shall be selected at the May meeting by the Chairman of the Board of Trustees and shall serve during the following year.

D. The Association shall designate its official representatives and alternates on campus to handle grievances. This designation shall be submitted to the administration in writing prior to the beginning of each academic year or at such time as the representatives are changed by the Association. At the request of the grievant, the representative shall have the right to be present at all stages

of the grievance process. Any individual employee at any time may present grievances to the administration and have the grievances adjusted, without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

E. The term "days" as used herein shall mean calendar days from Monday through Friday when the College is academically in session but shall not mean during academically scheduled vacations. It is understood that the May Term and Summer School are academic sessions. All time limits set forth in this Article may be extended by written mutual agreement.

F. The written grievance shall contain:

1. The date of the alleged violation.
2. The nature of the grievance including relevant facts.
3. Citation of the provisions of the contract allegedly violated.
4. The relief requested.
5. Signature of the grievant or grievants.
6. Dates of known off-campus professional pursuits to be attended by the grievant or grievants.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Any such rejection shall extend the limitation hereinafter set forth by two (2) days.

G. The Grievance Procedure shall be as follows:

Level one: A faculty member claiming an alleged violation of the express provisions of this contract shall submit a grievance in writing to the Dean of Academic Affairs within ten (10) days after such faculty member knew or reasonably should have known of its occurrence. The Dean of Academic Affairs shall meet with the faculty member and/or the Association representative within ten (10) days after receipt of the written grievance. If no resolution is reached, the Dean of Academic Affairs shall submit his/her answer in writing within ten (10) days of such meeting, to the faculty member with a copy to the Association.

Level Two: If the answer to the grievance is unsatisfactory to the grievant, the grievant may within ten (10) days of the receipt of the written answer appeal the decision of the Dean of Academic Affairs to the President of the College. The grievant's appeal shall be in writing, stating the reasons for the appeal.

Upon receipt of the appeal, the President shall give due consideration to the reasons for appeal, and shall within a reasonable period of time (no more than 10 days) meet with the grievant and/or the Association Representative. The grievant shall submit to the President in writing a position statement prior to the date of the meeting specifying the issues still remaining unresolved for the President's consideration. Upon the conclusion of the meeting, the President shall, within ten (10) days, render his/her decision in writing with copies sent to the grievant and the Association.

Level Three: Within ten (10) days of the Association's receipt of the President's decision, the Association must inform the College of its intent to arbitrate the grievance. If the parties cannot within ten (10) days of such notice agree on an arbitrator, such grievance may be submitted to arbitration through the rules and procedures of the American Arbitration Association, whose rules shall likewise govern the arbitration proceedings. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by both parties. The arbitrator shall have no authority to add to, delete from, or otherwise change the terms of the Agreement, nor shall he/she have authority to rule on any matter excluded from the grievance procedure.

H. The Association shall have the right to file grievances in its own name.

I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when the faculty member or a participating Association representative is involved in the duties described in Article XI and XXIII except when express administrative approval is granted.

J. Reference to faculty member shall include librarian where appropriate under other provisions of this Agreement.

ARTICLE V
FACULTY RANK AND PROMOTION

A. RANK:

1. For purposes of this Agreement, the academic ranks are: Instructor, Assistant Professor, Associate Professor, and Professor.

2. Factors to be considered by the College in establishing the rank and experience level for a faculty member being hired include: possession of the terminal degree, prior teaching experience, and other relevant professional or personal experience.

3. The President shall, at his or her discretion, appoint incoming faculty to a rank that will generally be consistent with the following qualifications:

   a. Instructor. A faculty member who has not received the terminal degree in his or her discipline.

   b. Assistant Professor. A faculty member who has received the terminal degree in his or her discipline.

   c. Associate Professor. A faculty member who has six (6) or more years of full time teaching experience in higher education and who has earned a terminal degree in his or her discipline. These qualifications may be waived by the President.

   d. Professor. A faculty member who possesses the qualifications of an Associate Professor and who has taught no fewer than thirteen (13) full time years in institutions of higher education or possesses comparable experience appropriate to the position at Adrian. These qualifications may be waived by the President.

B. PROMOTION:

1. A faculty member will normally be considered for advancement in rank according to the schedule stated below. Consideration will take place during the annual evaluation period, providing the faculty member has fulfilled teaching and other responsibilities in a fully acceptable manner as defined in Article XI and XXIII. In special cases, a faculty member may be considered for advancement in rank prior to the stated schedule. Time spent on sabbatical leave will count as time spent in full time teaching for purposes of this Article; however, time spent on leave of absence will not count.

2. The schedule and conditions for promotion shall be as follows:

   a. Instructor to Assistant Professor. An instructor will be considered for advancement in rank following award of the terminal degree in the faculty member's discipline, subject to the terms of Paragraph B. 1 above.

      (1) The President shall normally recommend advancement in rank to the Board of Trustees for approval at the May meeting and, if approved, such advancement shall take effect on September 1, at the beginning of the following academic year.

(2) In the case of a faculty member who has not earned the terminal degree, but who acquires it before September 1 of any year, the appointment for that year shall be at the rank of Assistant Professor.

b. Assistant to Associate Professor. An Assistant Professor will be considered for advancement in rank during the individual's sixth (6th) year of full time teaching experience in higher education, with four (4) of those years at Adrian College. It is understood that an Assistant Professor will normally have served six (6) years in the rank of Assistant Professor before being promoted to the rank of Associate Professor.

c. Associate to Professor. An Associate Professor will be considered for advancement in rank during the individual's thirteenth (13th) year of full time teaching experience in higher education, with eight (8) of those years at Adrian College. It is understood that an Associate Professor will normally have served six (6) years in the rank of Associate Professor before being promoted to the rank of Professor.

3. The President shall normally make his promotion recommendations to the Board of Trustees during the May meeting. Action taken by the Board of Trustees related to promotion shall be conveyed, in writing, by the President to the affected faculty member within thirty (30) days following said meeting. A faculty member approved for promotion will assume his or her new rank on September 1 of the following academic year.

4. If a faculty member is denied promotion, the Dean of Academic Affairs shall review the faculty member's rank in each succeeding year after the denial of promotion.

ARTICLE VI

PROFESSIONAL LIBRARY EMPLOYEE: RANK AND PROMOTION

A. RANK

1. The three (3) ranks of professional library employees are assistant librarian, associate librarian, and librarian.

2. The President may, at his/her discretion, assign incoming professional library employees to a rank that would generally be consistent with the following qualifications and shall notify the Association of his decision in writing thereafter.

   a. Assistant Librarian. The rank of assistant librarian may be assigned to an individual who has less than six (6) years of full-time professional library experience in higher education and who has earned the Masters Degree in Library Science.

   b. Associate Librarian. The rank of associate librarian may be assigned to an individual who has at least six (6) years of professional library experience in higher education and who has earned the Masters Degree in Library Science.

   c. Librarian. The rank of librarian may be assigned to an individual who has at least thirteen (13) years of full-time professional library experience in higher education and who has earned a Masters Degree in a subject area in addition to the Masters Degree in Library Science.

B. PROMOTION

1. A professional library employee will normally be considered for advancement in rank according to the schedule stated below. Consideration will take place during the annual evaluation period, providing the individual has fulfilled his/her responsibilities in a fully acceptable manner as defined in the appropriate job description. In special cases, an individual may be considered for advancement in rank prior to the stated schedule. Time spent on leave of absence will not count.

2. The schedule and conditions for promotion shall be as follows:

   a. Assistant to Associate Librarian. An assistant librarian will be considered for advancement in rank during the individual's sixth (6th) year of full-time professional library experience in higher education, with four (4) of those years at Adrian College.

   b. Associate to Librarian. An Associate Librarian will be considered for advancement in rank during the individual's thirteenth (13th) year of full-time professional library experience in higher education, with eight (8) of those years at Adrian College. It is understood that an Associate Librarian will normally have served six (6) years in the rank of Associate Librarian before being promoted to the rank of Librarian.

3. The Library Director shall forward his/her annual recommendations concerning promotions of the professional staff to the Dean of Academic Affairs who shall review and discuss same with the Library Director prior to forwarding them to the President. The Dean of Academic Affairs shall also complete an evaluation and recommendation on each of the professional staff members and forward them to the President.

4. The President shall normally make his/her promotion recommendations to the Board of Trustees during the May meeting. Action taken by the Board of Trustees related to promotion shall be conveyed, in writing, by the President to the affected professional staff member within thirty (30) days following said meeting. A professional staff member approved for promotion will assume his or her new rank on September 1 of the following academic year.

5. If a professional staff member is denied promotion, the Dean of Academic Affairs shall review the professional staff member's rank in each succeeding year after the denial of promotion.

ARTICLE VII
EVALUATIONS FOR CONTINUATION, PROMOTION AND TENURE

A. Evaluation of the work performance of each faculty member shall be performed by the Dean of Academic Affairs and the appropriate department chairperson in accordance with the following:

1. In the case of a faculty member other than the chairperson, the evaluation shall be conducted initially by the chairperson, according to the criteria and procedure listed below.

2. If there are unresolved differences between the chairperson and the faculty member, or at the request of either individual, the Dean of Academic Affairs shall complete a separate evaluation, according to the criteria listed below, and shall discuss it with the faculty member and the chairperson.

3. The chairperson shall be evaluated by the Dean of Academic Affairs.

B. Timetable for Evaluation:

1. Tenured faculty members shall be evaluated at least every third (3rd) academic year or more frequently at the option of the faculty member, the department chairperson, or the Dean of Academic Affairs, respectively.

2. Untenured faculty members shall be evaluated during each academic year of service at the College.

C. Evaluation Criteria:

1. The primary criterion for evaluation shall be teaching effectiveness.

2. Additional criteria for evaluation are professional development, academic advising and College service, defined as follows:

   a. Professional development shall include scholarly activity appropriate to the discipline; research and publication; presentations; activity in professional organizations; and development of new courses and teaching methods.

   b. Academic advising shall include advising of departmental majors and/or freshmen.

   c. College service shall include service as chairperson of a department; participation on committees, collegia, commissions, and other similar bodies; departmental work; assistance in the College's on campus admissions program and public relations efforts; and other activity which furthers the educational purpose of the College. It is understood that not every faculty member will provide service in every area at all times, but that a faculty member will serve the College in as many of these ways as his or her talents and other College responsibilities permit.

3. The evaluation may include consideration of progress toward goals mutually agreed upon by the faculty member and the evaluator(s) in previous evaluation conferences. These goals should be related to teaching effectiveness, professional development, academic advising and College service, as defined above.

4. The evaluations of the department chairperson and of the Dean of Academic Affairs regarding a candidate's continuation, promotion, or tenure shall be based solely on the criteria stated in this Agreement.

5. It is understood that failure to acquire the terminal degree during the probationary period of employment shall normally result in the denial of tenure.

D. Personnel Files:

1. The College shall maintain one official personnel file for each faculty member.

   a. The file shall include all written evaluations from the department chairperson and/or Dean of Academic Affairs and data and summaries of student evaluations of teaching performance. The file shall also contain such other documents as may be relevant to evaluation of the total work performance of the faculty member including, but not limited to, copies of publications; work in progress; course materials; letters of recommendation or commendations; correspondence from deans, doctoral committees, professional colleagues and organizations.

   b. The following information also may be used in decisions regarding continuation, promotion, and tenure without being present in the personnel file: materials included in the College's public records, such as the minutes of the Academic Assembly, related bodies, and the faculty; lists of memberships on academic committees and other campus bodies; College publications; enrollment and financial data.

2. Each faculty member's own personnel file will be available for examination by the faculty member during normal business hours. The faculty member may make or obtain copies of materials in his or her file. When new material is added to the file, a notification form shall be sent to the faculty member within ten (10) calendar days.

E. Evaluation Process:

1. The department chairperson (or the Dean of Academic Affairs where it is the department chairperson who is being evaluated) is responsible for initiating and performing the evaluation process. Such process shall include preparation by the department chairperson (or by the Dean of Academic Affairs if the chairperson is being evaluated or if requested to evaluate as cited earlier) of a letter summarizing his or her evaluation and of the meeting with the faculty member being evaluated. Said letter shall be presented to the faculty member no later than October 15 if the faculty member is evaluated during the first semester and no later than March 15 if the faculty member is evaluated during the second semester.

2. Each evaluation shall include the following:

   a. A written and signed evaluation of the faculty member's performance:

      (1) from the chairperson of the faculty member's department, or

      (2) from the Dean of Academic Affairs, where the chairperson or faculty member has requested a separate evaluation, or

      (3) from the Dean of Academic Affairs, where it is the department chairperson who is being evaluated.

   b. Data from student evaluations of teaching performance.

   c. Materials submitted by the faculty members, such as publications, copies of work in progress, correspondence and other documents relevant to the faculty member's teaching effectiveness, professional development, academic advising, and College service.

3. If the evaluator is of the opinion that the performance of the faculty member is not satisfactory, the evaluator shall advise the faculty member as to possible resources for professional improvement in evaluative areas.

4. If a faculty member strongly disagrees with the evaluation submitted by the Chairperson or Dean of Academic Affairs, and the evaluation could adversely affect the faculty member's continuation, promotion or tenure, the faculty member may submit a written response to the evaluation, and such response shall be included in the faculty member's file. Said written response shall be submitted no later than November 1 or April 1, whichever date is applicable.

F. The Recommendation:

1. After obtaining all the evaluations and recommendations noted above, the Dean of Academic Affairs shall write a recommendation to the President of the College regarding the faculty member's continuation, promotion, or tenure. A copy of the recommendation shall be submitted to the faculty member no later than November 15 if action is to be taken at the January meeting of the Board of Trustees or no later than April 15 if action is to be taken at the May meeting of the Board of Trustees.

   a. If the recommendation is against continuation, promotion, or tenure, the faculty member shall be entitled to an oral or, if requested, written statement from the Dean of Academic Affairs of the recommendation and the reason for it.

   b. If the recommendation is against promotion or tenure, the faculty member shall be entitled to confer separately with the President and submit a statement in writing to the President seeking reconsideration before the President makes his promotion and tenure recommendations to the Board of Trustees. A copy of the faculty member's written statement shall be submitted to the Board of Trustees, if the President's recommendation is against promotion or tenure.

2. The decision of the President, in the case of a recommendation against continuation of employment, shall be made and communicated to the candidate and to the Association no later than the dates indicated in Article X.

3. In the case of promotion or tenure, the President shall submit his recommendation to the May meeting of the Board of Trustees and shall notify the candidate and the Association of the Board's decision as soon as possible thereafter.

ARTICLE VIII
TENURE

A. Tenure is defined as the right of a faculty member to continuing employment, that right being acquired after the expiration of a probationary period of service and upon the decision of the Board of Trustees.

1. It is understood that:

   a. Tenure means that such continuing employment shall be terminated only for cause, except in the case of retirement rules consistent with federal and state law or in circumstances of financial exigency, and

   b. Conditions governing tenure, including but not limited to the rules for the acquisition of tenure, retirement, dismissal for cause, financial exigency, shall be those stated in this Agreement.

2. With regard to possible administrative service by a full time faculty member, it is further understood by the parties covered by this Agreement that:

   a. A tenured faculty member who receives an administrative appointment is tenured only in the capacity of faculty member and not of administrator.

   b. An untenured faculty member who receives an administrative appointment does not thereby earn tenure or have counted toward a tenure decision such years or portions of years of service as are a part of his or her administrative appointment.

B. The granting of tenure to full time faculty members shall be based on the following procedures:

1. A faculty member will be considered for tenure during his/her sixth year of full time teaching in higher education.

   a. Of these six (6) years, four (4) years of full time teaching at Adrian College shall be required to fulfill a faculty member's probationary period even if it requires the faculty member to exceed a total of six (6) years of service in higher education.

   b. The requirement of teaching experience shall not be understood to cover any service or activity other than teaching.

2. A faculty member serving under a term or terminal contract for one (1) or more full academic years at Adrian College will have the year(s) counted as probationary time if he or she is subsequently issued a probationary or continuing contract.

3. The President may, at his or her discretion, waive any or all of the probationary conditions described in part 1. above.

C. Should a faculty member be approved for tenure by the Board of Trustees, the President will notify the faculty member in writing as soon as possible after the May meeting of the Board of Trustees and prior to the release of the information to the public. In such instance, the faculty member will formally be placed on tenured status effective as of September 1 of the following academic year.

D. Should a faculty member not be approved for tenure by the Board of Trustees, the President will notify the faculty member in writing as soon as possible after the May meeting of the Board of Trustees and prior to the release of the information to the public. In such instance, the faculty member will be offered a one (1) year nonrenewable contract for the ensuing academic year, subject to the terms and conditions of this Agreement covering retrenchment and termination.

E. Service as a half time (or greater) faculty member shall only be credited towards tenure if the faculty member becomes full time pursuant to Article XXIII. Professional library employees shall not be eligible for tenure.

ARTICLE IX
REDUCTION IN PERSONNEL: LAYOFF AND RECALL

A. In the event that the Board of Trustees should determine in the exercise of its rights under Article III that there should be a reduction in personnel, the following procedure will be used in order to promote such a reduction in an orderly fashion:

1. Where possible, non-regular (term or terminal) contracts will be allowed to expire.

   a. A "term" contract shall be defined as a contract for a specific term which does not qualify for tenure consideration.

   b. A "terminal" contract shall be defined as a one-year contract issued with an expressed certainty of non-renewal.

B. If a layoff is instituted, faculty members shall be laid off in each selected academic department in the following order, subject to the ability of the remaining faculty members to perform effectively the professional responsibilities required by available assignments in the department.

1. Non-tenured faculty members, in inverse order, on the basis of their value to the department as determined by ability to teach remaining courses within the department, past evaluations, the needs of the department, and seniority as hereinafter defined. If two (2) or more non-tenured faculty members are ranked equally by the Dean of Academic Affairs in all categories except seniority, then seniority shall govern.

2. Tenured faculty members in inverse order of their seniority.

C. Upon the determination of those affected by the reduction in personnel, the list shall be submitted to the Association, who shall have a right to discuss the matter, including alternatives, with the Dean of Academic Affairs within one (1) week after submission of the list in the event the Association shall dispute the matter. If no resolution is forthcoming from the discussion, the Association shall have the right to appeal the list to the President within one (1) week from the discussion with the Dean of Academic Affairs. The President shall render his/her decision which shall be final, and not be subject to the grievance procedure.

D. The College will give notice in writing to the faculty members affected by any such reduction in personnel by placing the notice in the U.S. mail certified postage prepaid, as follows:

1. First and second year probationary faculty members:

   five (5) months notice.

2. Third through sixth year probationary faculty members:

   eight (8) months notice.

3. Tenured faculty members:

   twelve (12) months notice.

E. Seniority shall be defined as length of continuous service as a faculty member within a given academic department at Adrian College. A faculty member on term or terminal contract shall accrue seniority only if he or she is subsequently employed under a regular contract.

1. Seniority shall date from the original date of hire. Date of hire shall be defined as the faculty member's first day of classes of the academic calendar specified in the faculty member's initial contract. In the circumstances of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and faculty member(s) affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected faculty members and Association representatives to be in attendance.

2. Termination of employment or resignation shall terminate all previous acquired seniority.

3. Any person who ceases to serve as a member of the faculty but remains employed continuously at Adrian College shall retain all previously acquired seniority if returned to the faculty.

4. Any faculty member who is on a sabbatical leave, an approved leave of absence or on lay off shall continue to accrue seniority.

5. The faculty member, or administrator also holding a prior faculty appointment, shall have seniority only in the department of his or her primary teaching assignment.

6. A faculty member with seniority shall transfer that seniority to any newly created or reorganized academic department. If the newly created or organized department is eliminated or reduced, then the faculty member who is affected may use his/her total seniority to return to his/her former department by replacing the faculty member with the lowest seniority providing the transferring faculty member has greater seniority and is qualified.

F. A seniority list by department shall be prepared by the College and submitted to the Association by December 1 of each year.

G. It shall be the duty of any faculty member on lay-off to maintain his or her current address with the Office of the Dean of Academic Affairs. In the event of recall, the Dean of Academic Affairs shall give at least thirty (30) days written notice prior to the effective date of recall to the faculty member to be recalled by placing same in U.S. mail, certified postage prepaid, addressed to the individual at the address of record or by personal delivery and by sending notice by College mail to the Association. In the event the individual shall fail to communicate, in writing or in person, his or her intention to return to the Dean of Academic Affairs within ten (10) days of the receipt of the notice, he or she shall lose his or her right to recall and the Dean of Academic Affairs shall select the next person to be recalled from the list, if applicable, and notice shall be sent in accordance with the above. Failure to notify the Dean of Academic Affairs of intent to return in accordance with the above shall conclusively be deemed to be an act of resignation.

1. It is expressly understood that in order to be eligible for recall, a faculty member on lay-off must be qualified for the full time position which is open.

2. Any faculty member laid off pursuant to this Article shall remain on the recall list for a period not to exceed three (3) years from the date of the lay-off. Thereafter, he or she shall lose his or her right to recall.

ARTICLE X
NON-RENEWAL OF CONTRACTS
TERMINATION OF EMPLOYMENT

A. Non-Renewal of Contracts:

1. Unless otherwise specified, a faculty member's regular contract shall be for a period of twelve (12) months, beginning on September 1 of a given academic year and terminating on August 31 of the following year.

2. Non-renewal by the College of a probationary faculty member's regular contract shall be accomplished as follows unless otherwise specified:

   a. A faculty member in his or her first or second academic year of service at Adrian College shall be mailed notification of non-renewal by U.S. Mail, certified postage prepaid, no later than March 1.

   b. A faculty member in his or her third (3rd) through sixth (6th) year of service at Adrian College shall be mailed notification of non-renewal by U.S. Mail, certified postage prepaid, no later than December 1.

3. A faculty member shall receive upon request a statement of why the contract was not renewed from the Dean of Academic Affairs. The faculty member shall be entitled to confer separately with the President and to submit a statement in writing to the President seeking reconsideration before the President makes his/her recommendation to the Board of Trustees. The College's decision as to such non-renewal shall be final and not subject to the grievance procedure.

4. Non-regular contracts will have notice of termination date specified therein at time of issuance and thus shall not require any further notice.

B. Termination of Employment:

1. Termination of employment shall be defined as (1) the termination of a faculty member's regular or non-regular contract of employment during the term of that contract, or (2) the dismissal of a tenured employee for cause. Termination shall not include (1) the allowance of a non-regular (term or terminal) or probationary contract to expire by its terms; (2) a resignation; (3) retirement; or (4) retrenchment pursuant to this Agreement.

2. The President shall not terminate the contract of a faculty member except for cause. The reasons for the termination will be given at the time of dismissal and reduced to writing upon request.

ARTICLE XI
WORKLOAD

A. A faculty member's workload consists of teaching, professional development, academic advising and College service. Teaching is the primary responsibility of the faculty member; professional development, academic advising and College service are secondary responsibilities which support the College's educational program.

1. The teaching load, which may vary from department to department, includes teaching a scheduled number of course credit hours as specified below:

a. Generally a twelve (12) hour teaching load per semester is required of a faculty member, it being recognized that the subject of teaching load is complex, involves judgments and exceptions to any formula or recommendations. In assigning the scheduled teaching load each semester, the Dean of Academic Affairs shall take into account unique differences between departmental demands, laboratory and performing ensemble assignments (two (2) contact hours shall generally equal one (1) credit hour in relation to lecture assignments), separate courses which are taught simultaneously by the same faculty member and other relevant factors. A normal teaching load may vary in accordance with the criteria specified above on a semester basis but will usually average out over the entire academic year. Each department will strive to achieve a teaching load whereby each full time faculty member will have no more than three different preparations per semester.

b. Subject to the approval of the Dean of Academic Affairs and the department chairperson, a faculty member may, under unusual circumstances, volunteer to assume additional responsibilities (either within or without the department) beyond those assigned to him or her as the normal load required within the department. Faculty members teaching additional courses shall be remunerated according to the part time salary schedule.

c. Reduced Teaching Load. A faculty member may request that the Dean of Academic Affairs reduce his or her teaching load because the faculty member is carrying one or more of the following responsibilities:

(1) Chairing an academic department.
(2) Coaching an athletic team.
(3) Providing clinical or professional services to students and/or College employees.
(4) Directing a grant program.
(5) Undertaking administrative responsibilities.
(6) Providing career or placement-related research or services.
(7) Undertaking such other duties in support of the College's educational program which shall, in the judgment of the Dean of Academic Affairs, merit reduction in teaching load.

d. Internship Supervision to Reduce Teaching Load. It is optional for faculty memebers to supervise internships. If the option is approved a faculty member may obtain a reduced teaching load by means of supervision of internships undertaken during the College's regular two semesters

(excluding vacations, May and Summer Terms) according to the following guidelines:

(1) Faculty credit for internship supervision shall be earned without regard to the number of credit hours which a student earns in a particular internship.

(2) A faculty member who supervises 399 level internships during a regular academic semester earns one Faculty Internship Credit for each internship supervised. Four 199 level internships shall be equivalents to one 399 level internship. Four Faculty Internship Credits shall be the equivalent of one credit hour in a twelve credit hour faculty semester load.

(3) A faculty member will normally redeem Faculty Internship Credits after he or she has accumulated enough to be relieved of a three or four credit hour course.

(4) Faculty Internship Credit, and a reduced teaching load thereby earned, is available to a faculty member as a matter of contractual right, but it is understood that the Dean of Academic Affairs may exercise some discretion in assigning the semester during which the faculty member shall take his or her reduced teaching load.

(5) The Office of Career Development shall be responsible for maintaining records of Faculty Internship Credit and reporting the same to the Office of Academic Affairs.

(6) The accumulation of Faculty Internship Credit will begin in the first semester after the signing and ratification of this contract.

e. Independent Studies - The supervision of independent studies will be at the option of the faculty member.

f. Office Hours - Faculty members shall maintain regular office hours.

2. Professional development consists of scholarly activity appropriate to the discipline; research and publication; presentations; activity in professional organizations; and development of new courses and teaching methods.

3. Advising Students - Generally faculty members will advise departmental majors and/or freshmen. The Registrar will attempt to distribute advisees equally among departmental faculty members as far as is reasonably possible.

4. College service consists of service as a chairperson of a department; participation on committees, collegia, commissions, and other similar bodies; departmental work; assistance in the College's on campus admissions and public relations efforts; and other activity which furthers the educational purpose of the College. It is understood that not every faculty member will serve in every area at all times, but that a faculty member will serve the College in as many of these ways as his or her talents and other College responsibilities permit.

B. Minimum Course Enrollment

1. The minimum enrollment in any course shall normally be no fewer than five students.

2. Exceptions to the minimum course enrollment number may be made by the Vice Dean of Academic Affairs in situations in which the course is required to complete a major or a program of study.

3. If a faculty member's course does not enroll five students by the end of the fourth day of the first week of classes, and it is the judgment of the Dean of Academic Affairs that the course not be taught, the faculty member, the department chairperson, and the Dean of Academic Affairs shall consider assigning the faculty member to other appropriate responsibilities in lieu of that teaching assignment.

C. The normal workload for each full time librarian shall be thirty-seven and one-half (37 1/2) hours per week. Each librarian's weekly work schedule will be staggered by the Director of the Library in such a way as to provide staffing of the library seven (7) days per week when College is in session. Each full time librarian shall be entitled to twenty-four (24) paid work days for vacation annually. Special holidays, as bi-annually determined by the Administrative Executive Council, shall be granted full time librarians. It is understood that professional responsibilities may require time beyond scheduled hours.

ARTICLE XII
RETIREMENT

A. The normal retirement age at the College for a faculty member shall be 70 years of age in conformity with the Federal Age Discrimination in Employment Act (ADEA), amendments of 1978.

1. It is understood that should the federal law change, the administration reserves the right, after consultation with A.C.A.P., to raise or lower the normal retirement age.

2. Retirement shall become mandatory at the conclusion of the academic year (August 31) in which the individual attains age 70.

ARTICLE XIII
RIGHTS OF THE ASSOCIATION

A. The College agrees to permit the Association to use appropriate facilities such as classrooms or lecture rooms for meetings when such facilities are available.

B. The College shall permit the Association to use College duplicating equipment.

C. The Association may use the campus mail service.

D. The College agrees to establish an account number in the business office to permit billing of the Association for the use of telephone, copying, and printing services.

E. The use of college facilities and services and the conduct of the Association business shall be done at times that do not conflict with the bargaining unit members' duties as described in this Agreement.

F. Upon presentation to the College (through its appropriate representatives) of signed authorization forms, the College shall make appropriate deductions from the payroll checks of faculty members for the dues and assessments of the Association, including any organizations (i.e., MEA and NEA) with which the Association is affiliated.

The College shall promptly remit to the Association all such funds deducted from the pay checks of faculty members.

G. The failure of any faculty member who was a member of the Association on or after August 31, 1984, to maintain such membership (or not to tender, either by way of payroll deduction or direct payment an amount to be known as a "representation fee") may be reported to the College by the Association. Faculty members hired after August 31, 1984, shall either become members of the Association or cause to be paid to the Association by way of payroll deduction or direct payment an amount to be known as a "representation fee." Failure of the faculty member to elect either of the above options may be reported to the College by the Association. The amount of the representation fee shall be annually determined by the Association and shall not exceed the dues and assessments of the Association. Upon notification (which notification shall take place prior to January 1 of each Academic Year), the College shall, before January 15, inform any delinquent faculty member/s that he/she has until February 1 of the same calendar year to maintain such membership or to tender to the Association the amount of the representation fee and that failure to do so will result in dismissal from employment at the College. If the Association reports to the College on or before February 15 of that calendar year that such faculty member has, in fact, not maintained such membership or tendered the representation fee, the College shall inform such faculty member on or before March 1 that, as of the end of the then current Academic Year, he/she is dismissed from the College and the College shall not reinstate into any employment relationship the faculty member involved. It is recognized by the parties to this Agreement that failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

H. The Association agrees to indemnify and save harmless the College, its trustees, employees and agents against any and all claims, demands or other forms of liability that may arise out of or by reason of action taken or not taken by the College for the purpose of complying with Paragraphs F and G, supra, of this Article.

ARTICLE XIV
SUMMER SCHOOL AND MAY TERM

A. Summer School Remuneration:

1. A faculty member teaching summer school will receive up to a maximum of 1/12 of his or her previous year's teaching salary for each three (3) or four (4) hours of teaching load or the part time salary for the same number of hours, whichever is larger.

2. A faculty member teaching less than three (3) hours during the four (4) week term or less than six (6) hours during the six (6) week term will receive a proportional percentage of his or her previous year's teaching salary.

3. A full time teaching load shall consist of 3 or 4 hours during the four (4) week term and 6 to 8 hours during the six (6) week term.

   a. Credit hours for Internships (199, 399), selected Education courses (200, 300, and 400), and Independent Study (451) are not counted in figuring a faculty member's full time teaching load for either term, but tuition paid by students enrolled in them shall be credited.

   b. Such tuition payments shall be credited toward meeting an individual faculty member's remuneration total for a given term if his or her other course(s) fail to generate the student tuition payment necessary for his or her full remuneration.

   c. Compensation for 199 and 399 Internships shall be $200.

The Four Week Term Maximum Remuneration Schedule

Credit Hours Taught		Percentage	Individual's Base Salary—No Less Than
4	=	100% of	1/12th teaching salary—$1,600
3	=	100% of	1/12th teaching salary—$1,200
2	=	67% of	1/12th teaching salary—$ 800
1	=	33% of	1/12th teaching salary—$ 400

The Six Week Term Maximum Remuneration Schedule

8	=	100% of	1/6th teaching salary--$3,200
7	=	100% of	1/6th teaching salary—$2,800
6	=	100% of	1/6th teaching salary--$2,400
5	=	83% of	1/6th teaching salary—$2,000
4	=	67% of	1/6th teaching salary--$1,600
3	=	50% of	1/6th teaching salary—$1,200
2	=	33% of	1/6th teaching salary--$ 800
1	=	17% of	1/6th teaching salary—$ 400

B. Salary arrangement for the May term will be consistent with summer school stipends. Any differences in length of term, credit hours, and other factors will be prorated.

ARTICLE XV
OUTSIDE EMPLOYMENT

A. A faculty member may undertake outside employment provided that this employment does not interfere with his or her faculty responsibilities.

1. When possible, all outside employment is to be reported in advance, in writing, to the Dean of Academic Affairs for approval.

2. It is understood that when the outside employment predates this Agreement or has a starting date other than during the academic year, all such employment will be reported at the beginning of the fall semester.

B. Faculty responsibilities are defined in Article XI, Workload.

C. Reporting outside employment according to this Article applies only to the academic year when the College is in regular session.

ARTICLE XVI
LEAVE OF ABSENCE

A. Personal or Professional Leave - Long Term

A leave of absence without pay for personal reasons or professional growth may be granted by the College upon request of a faculty member, subject to the following terms and conditions:

1. The faculty member must have at least two (2) years of full time teaching service at Adrian College.

2. The faculty member must submit a written request to the Dean of Academic Affairs, stating the purpose of the requested leave of absence.

   a. The request must be submitted prior to: (1) March 1 if the leave would become effective the beginning of the next Fall semester; and by (2) September 1 if the leave would become effective on the following January 1. These time limits and dates may be delayed in cases where such matters as fellowship grants may not be finalized at the time of the request.

3. The leave of absence shall be for a period of time as agreed to by the College but shall not exceed a period of four (4) consecutive semesters, nor be for a period of less than one (1) semester.

4. The Dean of Academic Affairs shall respond to the request in writing as soon as possible, but no more than thirty (30) calendar days after the deadlines in Paragraph 2 above.

5. The College shall not be held liable for death or injuries sustained by an individual while he or she is on an approved leave of absence.

6. The faculty member during his or her leave of absence must confirm in writing, by a date as set by the College, his or her intention to return to service at Adrian College upon expiration of the leave, after appropriate written notice by the College of the necessity to meet this requirement. In the event that the faculty member should fail to submit such notice of return, the President may declare the faculty member's former position to be open and begin consideration for a replacement.

7. No less than five (5) semesters must elapse after a faculty member has returned to service following a leave of absence (or a sabbatical leave) before he or she can submit a formal application for further leave unless this requirement is waived by the President.

8. Approved leaves of absence shall not count toward tenure and rank or for purposes of experience level on the salary schedule, except in those cases in which the Dean of Academic Affairs has previously agreed that the faculty member was engaged in full time teaching at another institution and credit for such teaching can be given under the provisions of Article XXI.

9. Adrian College, except as stated below, shall continue to pay its share of a faculty member's fringe benefits while he or she is on approved leave of absence. Fringe benefits shall be defined as group negotiated insurance coverage allowed by the underwriter to be carried by the faculty member while on leave.

   a. The College will have no obligation to continue benefits if a faculty member is receiving remuneration from another institution/business that is twenty-five percent more than his/her normal salary and/or is receiving fringe benefits comparable to those provided by the College. However, the faculty member has the right to continue in the group insurance plans by reimbursing the College for said cost.

   b. A faculty member, prior to being granted an approved leave of absence, shall elect either:

      (1) to sign a promissory note which requires him or her to repay to the College the College's share of his or her fringe benefits paid out during his or her approved leave of absence, or

      (2) to waive voluntarily, his or her right to have the college's share of his or her fringe benefits paid during his or her leave of absence.

   c. Upon return to full time teaching at Adrian College for a time equal to the length of the leave, the note (as described above) shall be voided by the College.

B. Approved Leaves of Absence With Pay

1. A leave of absence for illness, injury, or disability (including for this purpose, maternity), shall be granted upon request for a period of up to one (1) year, provided that the College may require appropriate proof of such injury, illness or disability. Such leave may be extended upon request for such period of time as may be approved by the President.

   a. A faculty member on sick leave for more than one (1) semester shall, upon return to work, be employed in a position within his/her department, provided that such member has first submitted a notice of intent to return at least fourteen (14) calendar days in advance. It is understood that the College may require a doctor's statement confirming that the faculty member can return to work. If the duration of the leave is less than one semester, the faculty member shall submit notice of return at least five (5) calendar days in advance.

b. Time spent on sick leave over one (1) year shall not be counted for purposes of promotion or tenure; however, time will be counted for advancement on the salary schedule.

2. Bereavement leave shall be granted to faculty members.

3. A faculty member serving on jury duty shall receive his/her full salary for such time, with the understanding that the faculty member sign over his/her jury fee to the College.

4. Leave of absence for personal business and other legitimate causes which have traditionally been granted to faculty members shall be continued. It is understood that the past practice of administration having the discretion to approve such leaves shall continue.

C. All time on approved leave of absence shall count for purposes of seniority.

D. It is understood that the past practice of making leaves of absence available to professional library employees shall continue.

ARTICLE XVII
DEPARTMENT CHAIRPERSONS

A. Appointment and Terms: A department chairperson shall be appointed and serve at the pleasure of the President in accordance with the following provisions:

1. Appointments shall be rotated among qualified persons. The department chairperson shall normally be chosen from among the faculty who have had two (2) or more years of service at Adrian College and shall be appointed normally for a term of three (3) years. The chairperson may be re-appointed for a second three (3) year term.

2. The President may replace a department chairperson before the conclusion of a three (3) year term. The requirement of two (2) years' service may be waived by the President.

3. A faculty member has the right to refuse any such appointment.

B. Consultation Regarding Department Chairperson Selection:

1. One semester before the end of the department chairperson's term, or whenever the position of the department chairperson may be vacant, the Dean of Academic Affairs shall consult individually and collectively with members of the department and shall attempt to identify a potential department chairperson who has the support of the department members.

2. The choice shall be made and announced as soon as possible after consultation so that the newly appointed department chairperson may have adequate time to prepare for the duties and responsibilities of the position.

C. A department chairperson's duties include, but are not limited to:

1. Communicating decisions of trustees and administration to the faculty of the department.

2. Communicating departmental recommendations regarding hiring, budget, curriculum and other matters to the Dean of Academic Affairs, who shall coordinate recommendations to the President.

3. Contributing to and coordinating the evaluation of faculty in the department in accordance with Article VII.

4. Advising as to information or identifying resources for departmental faculty members on professional improvement in evaluative areas.

5. Calling such departmental meetings as are necessary to conduct departmental business, fulfilling other departmental duties necessary to the welfare of the department, and providing leadership for the department. Departmental affairs shall be conducted so as to encourage the participation of all members in hiring, planning, decision-making, and other work of the department.

D. A department chairperson shall have no authority to discipline any faculty members nor engage in any managerial function.

E. In addition to regular salary, a department chairperson shall be paid an annual stipend, within a range determined by the size of his or her department:

Number of FTE Faculty in Department*	Range of Stipend
1 person	$ 500 - 1000
2 persons	$ 700 - 1200
3 persons	$ 900 - 1400
4 persons	$1100 - 1700
5 persons	$1300 - 2000
6 persons	$1500 - 2400

* .5 or above rounded to next whole number.

1. Consideration in establishing the stipend level within the range shall include amount of capital equipment in the department, size of departmental budget, number of students, amount of required paper work and correspondence, coordination of special departmental services, and the quality of the chairperson's leadership.

2. A department chairperson may, in consultation with the Dean of Academic Affairs, request a reduced class load in lieu of compensation. If a reduced load is approved, the stipend shall be reduced by the amount of the actual salary of a part time faculty member employed to teach the course(s) normally taught by the chairperson or by $400 per credit hour if the course is not offered. For example, if a part time employee is hired to teach a three (3) hour semester class for $1200 and the department chairperson's annual stipend is $2400, then the department chairperson's load shall be reduced by three (3) class hours for the semester and the stipend shall be reduced by $1200.

ARTICLE XVIII
SABBATICAL LEAVES

A. In order to be eligible for sabbatical leave, a faculty member must meet the following qualifications:

1. Normally, a terminal degree in his/her academic discipline.

2. Six (6) years of full time teaching service at Adrian College.

3. At least five (5) full semesters of teaching full time at Adrian College after the completion of an approved leave of absence.

4. At least twelve (12) semesters of teaching full time at Adrian College after completion of a prior sabbatical leave.

5. Minimum rank of Assistant Professor.

6. Tenure.

B. If a faculty member meets the above qualifications, he/she may submit a written request to the Dean of Academic Affairs for a sabbatical leave. Time spent on sabbatical shall count towards rank.

1. The request must be submitted prior to January 15 in the academic year prior to the one in which the proposed sabbatical will take place.

2. The request must set forth a detailed proposal including the course of study, research or other action the faculty member plans to pursue during the leave and must delineate what the merits of the same would be to him/herself, his/her department and the College.

3. In the case in which the applicant is not also serving as chairperson, the Dean of Academic Affairs shall obtain the department chairperson's recommendation regarding the sabbatical proposal and his/her evaluation of the effect of the sabbatical upon the department.

4. The Dean of Academic Affairs shall also obtain the recommendation of the Faculty Development Committee regarding all requests for sabbaticals.

5. The President shall review the recommendations forwarded to him/her by the Dean of Academic Affairs and base his/her decision upon the merits of the request, needs of the department and the College as a whole, including economic as well as academic considerations. Those persons whose sabbatical requests are denied for justifiable economic cause, but are meritorious, shall have their names placed on an eligibility list prepared by the Dean of Academic Affairs with a copy provided to the faculty at the conclusion of each academic year. Such persons shall be given first consideration in succeeding years.

6. The President shall inform all parties in writing as to his/her recommendation to the Board of Trustees and the reasons for the recommendation as soon as possible thereafter, but no later than April 1.

7. These time limits and dates may be waived in cases where such matters as fellowship grants may not be finalized.

C. The sabbatical leave shall be for one (1) semester at full salary or for a full academic year at one-half the individual's then current salary, provided that the faculty member does not during the period of his/her sabbatical receive remuneration in the form of income or payments from another institution or business.

1. Remuneration shall include living stipends or income from full time employment during the sabbatical period but shall not include project expenses or extra living expenses incurred because of relocation.

2. It is understood that if the faculty member does receive other remuneration as above defined which when combined with the remuneration received from the College would exceed the faculty member's full base pay had he/she remained on campus, the College shall reserve the right to reduce its share of payments by the difference.

D. It is understood that while on sabbatical leave, a faculty member will not normally serve as department chairperson or exercise other functions connected with College service or governance.

E. The faculty member during his/her sabbatical leave must confirm in writing to the President no less than four (4) months prior to the conclusion of the sabbatical leave the intention to return to service at Adrian College.

1. Failure on the part of the faculty member formally to confirm his/her plan to return as stated above shall be considered as an official indication that the faculty member does not plan to return to Adrian College.

2. The President shall send a written reminder by certified return receipt mail at least one month before the deadline that the faculty member must meet this deadline.

3. If the faculty member fails to respond by the deadline, the President may declare the faculty member's position vacant.

F. Prior to commencing his/her sabbatical leave, a faculty member shall sign a promissory note payable to the College within twelve (12) months of the completion of the sabbatical and equal to the amount of his/her base salary and fringe benefits that he/or she receives while on sabbatical leave.

1. Following the completion of the sabbatical leave, a faculty member has an obligation to return to full time teaching service at Adrian College for a period of one (1) academic year unless waived by the President in his/her discretion.

2. Upon the completion of the academic year following the return to the College, the note shall become null and void.

3. The note shall be voided if the individual is medically unable to return in accordance with the foregoing.

G. Adrian College shall not be held liable for death or injuries sustained by an individual while he/she is on sabbatical leave,. The extent of the College's obligation will be governed by insurance policies it continues to carry during the sabbatical leave.

ARTICLE XIX
ACADEMIC FREEDOM

A. The faculty member shall be entitled to freedom in the classroom in discussing his or her discipline; to freedom in research; and to freedom in publishing the results thereof.

B. In the classroom the faculty member has a responsibility to treat controversial matters fairly and carefully and to encourage students to express freely their own, possibly differing, opinions.

C. In the community, as a person of learning, the faculty member has a special obligation to endeavor to be accurate at all times and to show respect for the opinions of others. A faculty member shall not represent that he or she speaks for the College unless authorized to do so.

D. The College shall establish no arbitrary deadlines which interfere with the appropriate conduct of a class by the faculty member. Deadlines for filing grades shall be developed to take into consideration the appropriate academic choices which may be made by faculty members.

ARTICLE XX
REPRESENTATION AND PROFESSIONAL CONDUCT

A. The College and the Association recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process, thereby reflecting favorably upon the College. Breaches of professional conduct are subject to disciplinary procedure. Such breaches include, but are not limited to: abuses of sick leave and other leaves; tardiness; willful deficiencies in professional conduct and/or performance; violation of published College policies, regulations and administrative directions not inconsistent with the terms of this Agreement; and violation of the terms of this Agreement. Alleged breaches of professional conduct shall be reported promptly to the offending faculty member.

B. No faculty members, including librarians, shall be disciplined without just cause.

C. Disciplinary action shall be defined as any oral/written warning; oral/written reprimand; disciplinary probation; suspension with or without pay; reduction in rank or regular compensation; or other comparable actions of a disciplinary nature.

D. The College agrees to follow a policy of progressive discipline which includes verbal warning, written warning, reprimand, suspension with or without pay, with discharge as a final and last resort. It is understood that the College may take any disciplinary action appropriate to the particular circumstances and, therefore, such discipline might begin at an intermediate level or higher.

E. A faculty member shall be entitled to have a representative of the Association present at any meeting involving discipline. Before such disciplinary meeting, the faculty member shall be advised of the nature of the pending meeting.

F. Whenever the result of a complaint against a faculty member, a reprimand, or disciplinary action is reduced to writing and placed in the personnel file, a copy shall be given to the faculty member within three (3) work days. The faculty member shall be given the opportunity to file a written response within ten (10) work days. Any said complaint not called to the attention of the faculty member may not be used as the basis for any disciplinary action against the faculty member.

ARTICLE XXI
SALARY AND FRINGE BENEFITS

A. The salaries to be accorded members of the bargaining unit shall be as specified in Schedule A.

1. Location on the salary schedule for faculty, half-time faculty and librarians:

a. At the time of initial appointment, a faculty member will be located on the appropriate step of the salary schedule according to the factors stated in Article V.

b. Subsequently, the faculty member's location on the salary schedule will be governed by years of teaching experience at Adrian and the rank of his or her appointment. The librarians placement will correspond to the first three ranks on the schedule.

c. With regard to the salary of a faculty member who holds an administrative appointment and then moves to or returns to a full time faculty status, he or she shall receive salary credit on the faculty salary scale for the year(s) spent in administrative service.

d. Other part time teaching and graduate assistant or teaching assistant experience shall not be credited. Teaching for less than a full semester shall not be counted. If a person shall teach at least a full semester or its equivalent, it shall be rounded to the nearest whole step. In determining years at Adrian College, time spent by a faculty member while on a sabbatical will be counted.

e. The 1984-85 Salary Schedule was developed as follows:

Each individual faculty member's 1983-84 base salary was increased by four and one-half percent (4 1/2%), and that salary figure was assigned to such faculty member's experience level. The 1985-86 Salary Schedule was developed in the same manner, i.e., by increasing the individual faculty's base salary for 1984-85 by four and one-half percent (4 1/2%), and then assigning that salary figure to such faculty member's experience level. Faculty members who are promoted shall be paid in accordance with their own experience level at their new rank.

2. The following additional stipends will be added to the faculty member's salary as determined by the schedule.

a. An annual stipend of $1,000 for persons possessing a terminal degree. The stipend for half-time faculty will be prorated.

b. An annual stipend of $500 to $2400 for department chairpersons, as specified in Article XVII.

c. Extra duty stipends ranging from $500 to $2400 for special services to the College, among them direction of the theatre, advising the College World and Mound, and directing the program of the College radio/ television station.

3. Endowed Faculty Chairs

   a. The administration reserves the right to create endowed faculty chairs from gifts or other resources.

   b. Any such position will be filled by a person of distinction in his/her field.

   c. An individual selected to fill an endowed faculty chair will receive a special contract which may contain provisions differing from the Agreement in areas such as salary, benefits, workload, and tenure.

   d. The individual's employment will, however, be governed by Agreement provisions outside those exceptions specifically stated in his or her special contract.

B. Fringe benefits accorded to members of the bargaining unit during the life of this contract:

   1. Collective Life Insurance - TIAA in the amount of one unit.

   2. TIAA/CREF Retirement Annuity.

      The College will contribute 2% for each 1% contribution up to a maximum of 10% contribution by the College.

   3. TIAA total disability benefits (one (1) year waiting period)

   4. Health Insurance: The College will continue to pay up to the full family cost of maintaining the existing insurance coverage at benefit levels in effect on September 1, 1984 for the duration of this Agreement.

   5. The College will waive tuition for the spouse and/or children of each member during his/her employment.

   6. The College will reimburse each faculty member toward the cost of attendance at a national academic meeting of the faculty member's choice and will allocate funds for the purchase of appropriate journals/subscriptions and membership in academic organizations each year. The total of the foregoing allocation shall be up to $200 per year.

   7. Individuals who perform certain extra duties on a continuing basis (see Appendix I) will be assigned either a reduced teaching load or appropriate and equitable additional compensation. Additional compensation amounts will be proposed by the College to Association. If the Association determines that, in its opinion, the proposed compensation is, in particular cases, inequitable, the matter will be opened to negotiations.

C. The Faculty Development Fund shall be administered by the VPAA in accordance with guidelines and procedures jointly developed by the College and the Association.

ARTICLE XXII
NO STRIKE

The Association agrees that during the term of this agreement, it will not direct, instigate, participate in, encourage or support any strike against Adrian College by any employee or group of employees whether within or without the bargaining unit.

ARTICLE XXIII
HALF TIME (or greater) FACULTY MEMBERS

A. Workload

1. Half time (or greater) faculty members shall carry half or more of the full time faculty teaching load (or its equivalent, taking into account courses released for other college duties), academic assembly and collegium membership, and a proportional amount of other faculty duties: student advising, committee work, and departmental duties.

2. Subject to the approval of the Dean of Academic Affairs and the department chairperson, a half time (or greater) faculty member may, under unusual circumstances, volunteer to assume additional responsibilities (either within or without the department) beyond those assigned as his or her normal load within the department. Half time (or greater) faculty members teaching additional courses shall be remunerated according to the part time salary schedule.

B. Employment

1. Employment as half time (or greater) faculty members shall be at the discretion of the administration, in consultation with the academic department in which the individual shall serve. Such status shall be designated in the individual's contract of employment.

2. Half time (or greater) faculty members shall have the right to apply for any vacant full time faculty position which has been declared open and for which they are qualified.

C. Rank and Promotion

1. Half time (or greater) faculty members shall be hired at the same rank as full time faculty members with the equivalent degree and experience.

2. A half time (or greater) faculty member shall be considered for promotion in accordance with the same schedule and conditions stated in Articles V and VII for full time faculty members.

3. If a half time (or greater) faculty member becomes full time, he or she shall continue in rank.

D. Tenure

Half time faculty members are not eligible for tenure. If a half time faculty member becomes full time, experience as a half time (or greater) faculty member shall be prorated to the equivalent number of full time years for purposes of being granted tenure. Regardless of the length of half time experience, the faculty member would have to teach a minimum of one year at full time before being considered for tenure.

E. Sabbaticals and Leaves of Absence

Half time (or greater) faculty members shall be eligible for sabbaticals and leaves of absence on the same basis as full time faculty with the exception of the requirement for tenure. A year of half time (or greater) teaching experience shall equate to a year of full time service for purposes of this Article. Salary for sabbaticals shall be proportional to that for full time faculty.

ARTICLE XXIV

CALENDAR

The academic calendar as printed in the 1984-86 Adrian College Catalog shall remain in effect for the 1984-85 and 1985-86 academic years, unless otherwise agreed to by the parties, it being understood that the College shall be free to discontinue summer school or May term or both.

ARTICLE XXV

DURATION OF AGREEMENT

This agreement shall be effective as of the 1st day of September, 1984, and shall continue in effect for the two (2) year term of this agreement until the 1st day of September, 1986.

This agreement shall not be altered or amended except upon written mutual consent of the parties hereto.

ADRIAN COLLEGE ASSOCIATION OF PROFESSORS

BY _____

Its President

BOARD OF TRUSTEES OF ADRIAN COLLEGE

BY _____

Its Chairman

and

BY _____

Its Secretary

BY _____

Its Secretary

SCHEDULE A

ADRIAN COLLEGE SALARY SCHEDULE

1984 - 85

YEARS OF EXPERIENCE	INSTRUCTOR		ASSISTANT PROFESSOR		ASSOCIATE PROFESSOR		PROFESSOR	
0	(1.00)	15,997	(1.06)	16,957	(1.14)	18,237	(1.21)	19,356
1		16,309		17,286		18,592		19,734
2		16,642		17,640		18,971		20,136
3		16,981		17,999		19,358		20,547
4		17,320		18,360		19,745		20,957
5		17,659		18,720		20,132		21,369
6		17,999		19,080		20,520		21,780
7		18,339		19,439		20,907		22,191
8		18,678		19,800		21,294		22,601
9		19,018		20,159		21,682		23,013
10		19,358		20,520		22,068		23,424
11		19,697		20,880		22,456		23,834
12		20,037		21,240		22,843		24,246
13		20,376		21,599		23,230		24,656
14		20,716		21,960		23,617		25,066
15		21,056		22,319		24,005		25,477
16		21,395		22,680		24,391		25,889
17		21,735		23,040		24,778		26,300
18		22,075		23,400		25,165		26,710
19		22,414		23,759		25,552		27,122
20		22,754		24,120		25,939		27,533
21		23,093		24,479		26,327		27,943
22		23,433		24,840		26,713		28,355
23		23,773		25,199		27,101		28,766
24		24,112		25,560		27,489		29,176
25		24,452		25,920		27,875		29,587
26		24,792		26,279		28,263		29,999
27		25,131		26,639		28,650		30,410
28		25,471		27,000		29,036		30,820
29		25,810		27,359		29,424		31,231
30		26,150		27,720		29,812		31,642
31		26,490		28,080		30,198		32,052
32		26,829		28,439		30,586		32,464
33								32,875

ADRIAN COLLEGE SALARY SCHEDULE

1985 - 86

YEARS OF EXPERIENCE	INSTRUCTOR		ASSISTANT PROFESSOR		ASSOCIATE PROFESSOR		PROFESSOR	
0	(1.00)	16,397	(1.06)	17,381	(1.14)	18,693	(1.21)	19,840
1		16,717		17,720		19,058		20,227
2		17,043		18,064		19,429		20,622
3		17,391		18,434		19,825		21,042
4		17,745		18,809		20,229		21,472
5		18,099		19,186		20,634		21,900
6		18,454		19,562		21,038		22,331
7		18,809		19,939		21,443		22,760
8		19,164		20,314		21,848		23,190
9		19,519		20,691		22,252		23,618
10		19,874		21,066		22,658		24,049
11		20,229		21,443		23,061		24,478
12		20,583		21,820		23,467		24,907
13		20,939		22,196		23,871		25,337
14		21,293		22,571		24,275		25,766
15		21,648		22,948		24,680		26,194
16		22,004		23,323		25,085		26,623
17		22,358		23,701		25,489		27,054
18		22,713		24,077		25,893		27,484
19		23,068		24,453		26,297		27,912
20		23,423		24,828		26,702		28,342
21		23,778		25,205		27,106		28,772
22		24,132		25,581		27,512		29,200
23		24,487		25,958		27,915		29,631
24		24,843		26,333		28,321		30,060
25		25,197		26,710		28,726		30,489
26		25,552		27,086		29,129		30,918
27		25,908		27,462		29,535		31,349
28		26,262		27,838		29,939		31,778
29		26,617		28,215		30,343		32,207
30		26,971		28,590		30,748		32,636
31		27,327		28,967		31,154		33,066
32		27,682		29,344		31,557		33,494
33								33,925

ADRIAN COLLEGE ASSOCIATION OF PROFESSORS, MEA/NEA

CONTINUING MEMBERSHIP DUES AUTHORIZATION

/___/ PAYROLL DEDUCTION: I authorize Adrian College to deduct ACAP, MEA and NEA dues, assessments and contributions as may be determined from time to time, unless I revoke this authorization in writing between August 1 and August 31, of any year. I further understand that if I revoke this authorization for payroll deduction, I continue to have a responsibility to make a cash payment of dues to the Association per the terms of the Agreement.

Signature: _____

Date: _____